

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

CASE NO. 4:15-BK-18689

JEREMY M. BOLLES
RYAN MARIE BOLLES,
DEBTORS

CHAPTER 13

Judge Richard E. Fehling

**AGREED ORDER FOR ADEQUATE PROTECTION OF MORTGAGOR'S INTEREST
IN PROPERTY LOCATED AT 428 S. Northampton Street, Bangor, PA 18013**

AND NOW, upon the parties' stipulation for adequate protection of Mortgagor's interest in property located at **428 South Northampton Street, Bangor, PA 18013** ("Property"), attached hereto.

IT IS **ORDERED** that the parties shall be bound by the attached agreed stipulation which shall be deemed approved by this Court.

Date: December 13, 2016

BY THE COURT

A handwritten signature in black ink, appearing to read 'RME Fehling', written over a horizontal line.

THE HONORABLE RICHARD E. FEHLING
UNITED STATES BANKRUPTCY JUDGE

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	:	
JEREMY M. BOLLES	:	CHAPTER 13
RYAN MARIE BOLLES,	:	
DEBTORS	:	
	:	Judge Richard E. Fehling

**STIPULATION FOR ADEQUATE PROTECTION OF MORTGAGOR'S INTEREST IN
PROPERTY LOCATED AT 428 SOUTH NORTHAMPTON STREET, BANGOR, PA
18013**

AND NOW comes the Debtors, Jeremy M. Bolles and Ryan Marie Bolles, by and through their attorney, Jeremy M. Bolles, Esq. of the Law Office of Jeremy M. Bolles, having been advised by Ditech Home Loans ("Movant") through their counsel Attorney Joshua Goldman of KLM Law Group that debtors are in arrears with respect to the promissory note and mortgage regarding the real property located at 428 S. Northampton Street, Bangor, PA 18013 ("Property") hereby the Debtor's and Movant stipulate as follows:

1. The automatic stay of §362 of the United States Bankruptcy Code (the "automatic stay"), presently in effect in this case be, and hereby is, continued with full force and effect with respect to, all rights of Movant with respect to the subject Property, except as provided below:
2. The Debtors will amend their chapter 13 plan to include any outstanding mortgage payment for post and pre-petition. The total arrears including the October payment of \$458.26 is \$2,413.46.
3. Pursuant to the terms of the Promissory Note and secured by a Mortgage encumbering the mortgage, Debtors agree to disburse directly to Movant, promptly when due, each monthly installment payment that falls under the terms of the note, beginning June 1, 2016 and

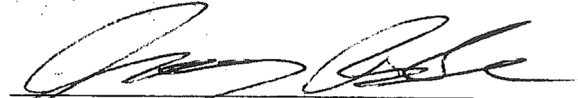
continuing the payments thereafter pursuant to the note and mortgage. The monthly mortgage payment of \$488.80 resumes on June 1, 2016. As of October 1, 2016 the monthly mortgage payment is \$458.26.

4. In the event the payments under section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
5. Movant agrees to file a proof of claim with the United States Bankruptcy Court for the Eastern District of Pennsylvania – Reading Division to include all post-petition and pre-petition arrears up to and including April 2016.
6. Should Debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
7. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
8. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

10. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs due under the terms of the mortgage and applicable law.

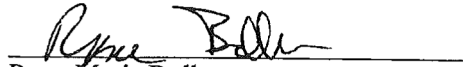
11. The parties agree that a facsimile signature shall be considered an original signature.

Dated: 11/15/16



Jeremy M. Bolles
428 S. Northampton St.
Bangor, PA 18013

Dated: 11/15/16



Ryan Marie Bolles
428 S. Northampton St.
Bangor, PA 18013

Dated: 11/15/16



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Dated: 11/16/16



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